

**STATE OF NEW JERSEY**  
**DEPARTMENT OF HUMAN SERVICES**

SUBJECT: Department of Human Services' Standard Language Document  
for Social Service and Training Contracts

EFFECTIVE: This policy circular shall become effective on March 1,  
2002 and shall be implemented as new Contracts commence  
or existing Contracts are renewed thereafter.

PROMULGATED: March 1, 2002

SUPERSEDES: Policy Circular P2.01, promulgated July 15, 2001.

I. SCOPE

This policy circular applies to all Contracts.

II. POLICY

- A. The Standard Language Document, Attachment 1, establishes non-negotiable obligations, responsibilities, rights and relationships of the Contract parties. Programmatic and fiscal differences among Contracts are contained in the Contract Annex(es).
- B. The Contract confirmation letter, Attachment 2, shall be used to confirm the negotiated Contract term and reimbursable ceiling. The Contract shall not be considered binding until the Department is in receipt of a properly executed Contract confirmation letter from the Provider Agency.
- C. The Contract Modification confirmation letter, Attachment 3, shall be used to confirm an increase or decrease in the Contract reimbursable ceiling during the Contract term.
- D. Contracts with effective dates on or after March 1, 2002, shall use the version of the document dated March 1, 2002. A copy of the March 1, 2002 version is attached to this circular.

Issued by:

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Kevin M. Ryan  
Chief of Staff  
Department of Human Services

March 2002  
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STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES  
STANDARD LANGUAGE DOCUMENT  
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Human Services (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Designating the State as an additional insured permits the Department to pay the premium should the insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means this document, the Annex(es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents. The Contract constitutes the entire agreement between the parties.

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five Days after being sent to the last address known by the Department.

Termination means an official cessation of this Contract, prior to the expiration of its term, that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

## II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.09 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

## III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

Section 3.01 Contract Services. The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; federal and State laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining

to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Business Registration. According to P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seq.) all profit and non-profit corporations (domestic and foreign), as well as, all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State agency (the Department) may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current. Failure to comply with this paragraph or the citation referenced above shall be grounds for the Department to Terminate this Contract for cause.

Section 3.05 Set-Off for State Tax. Pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer (Provider Agency), partnership or S corporation under contract to provide goods or services or construction projects to the Department is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount of the set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within 30 Days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest or subsequent appeal to the Tax Court from

any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

Section 3.06 Affirmative Action. During the performance of this Contract, the contractor (Provider Agency) agrees as follows:

The contractor or subcontractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability. Except with respect to affectional sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed.

The contractor will also take affirmative action to ensure that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by

the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

The contractor and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Section 3.07 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.08 Financial Management System. The Provider Agency's financial management system shall provide for the following:

- (a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;

- (b) records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
- (c) effective internal control structure over all funds, property and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- (d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- (e) accounting records supported by source documentation;
- (f) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- (g) procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.

Section 3.09 Audit. The Department requires submission of the Provider Agency's annual organization-wide audit.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States.

At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration.

The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four-year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

Section 3.10 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair or modification of public works or public buildings to which the federal government is a party, or any contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the contractor must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U.S. Secretary of Labor.

In addition, any State funds in excess of \$2,000 utilized through a subsequent Provider Agency contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with the NJ Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.11 Contract Closeout. The Provider Agency shall comply with all requirements of Policy Circular P7.01, Contract Closeout, including the timely submittal of the Final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 Days of Contract Expiration or Termination.

#### IV. TERMINATION

The Department may terminate or suspend this Contract in accordance with the sections listed below.

Section 4.01 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy Circular P9.05, Contract Default. Notice shall follow the procedures established in the Policy Circular.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames and procedures; the effective date of the Termination; and the fact that a request for a review of the decision

for action(s) does not preclude the determined action(s) from being implemented.

Section 4.02 Termination by the Department or Provider Agency.

The Department or provider Agency may terminate this Contract upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

Section 4.03 Termination Settlement. When a Contract is terminated under any section of Article IV of this Contract or Policy

Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.09 Audit.

V. ADDITIONAL PROVISIONS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason, including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may: (1) approve the assignment and continue the Contract to term; (2) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (3) disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval

of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex(es) and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Human Services from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an Additional Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment.

Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider

Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities the opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights. The State of New Jersey reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract close-out reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure(s):

A separate Contract confirmation letter may be sent by the Department's Contract Policy and Management Unit to the Provider Agency prior to the effective date of the Contract. The confirmation shall include the Contract term and the negotiated Contract reimbursable ceiling. The confirmation letter shall be signed by the authorized Provider Agency signatory and returned to the Contract Policy and Management Unit. The Contract shall not be valid or binding and no payment(s), other than the Initial Advance Payment

will be approved until the Contract Policy and Management Unit is in receipt of a properly executed confirmation letter.

Whenever a Contract ceiling is revised (increased or decreased) during the Contract term, a Contract Modification confirmation letter may be initiated that follows the same procedure as the Contract confirmation letter.

The Contract term and reimbursement ceiling specified in the Contract confirmation letter(s) are hereby incorporated into and made a part of this Contract.

Section 5.13 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Human Services are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Provider Agencies are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Human Services.

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Human Services, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which includes the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for funding its own programs and is not limited to the

amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

**CONTRACT SIGNATURES AND DATES**

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract, including Annexes and Certifications, contains 49 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: \_\_\_\_\_  
(signature)

BY: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(type name)

\_\_\_\_\_  
(type name)

TITLE: \_\_\_\_\_  
(type)

TITLE: \_\_\_\_\_  
(type)

PROVIDER  
AGENCY: \_\_\_\_\_  
(type)

DEPARTMENTAL  
COMPONENT: \_\_\_\_\_  
(type)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Contract Effective Date: \_\_\_\_\_

Contract Expiration Date: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Contract Ceiling: N/A \_\_\_\_\_

Federal ID#: \_\_\_\_\_

Provider Contact Individual: \_\_\_\_\_  
(Print Name)

March 2002  
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**ANNEX A TO PROVIDER AGREEMENT (CONTRACT) - TRANSPORTATION  
IN ESSEX & HUDSON COUNTIES**

**A. Definitions**

For the purposes of this Provider Agreement, the following terms shall have meanings as stated:

**“Beneficiary”** means a person who is eligible for benefits through, and who is enrolled in, the New Jersey Medicaid or NJ FamilyCare program.

**“Clinic” or “Independent Clinic”** means an entity that provides medical services pursuant to N.J.A.C. 10:66. Clinics include, but are not limited to, drug treatment centers, federally qualified health centers, and mental health facilities.

**“Commercial driver license” (CDL)** means a commercial driver license as the term is defined at N.J.S.A. 39:3-10.11.

**“Commercial motor vehicle” (CMV)**, means a commercial motor vehicle as the term is defined at N.J.S.A. 39:3-10.11.

**“Cumulative mileage”** means mileage attributed to separate passengers traveling in the same vehicle at the same time (multiple passenger situations). Payment for cumulative mileage is not permitted.

**“Department”** means the New Jersey Department of Human Services.

**“Division”** means the Division of Medical Assistance and Health Services (DMAHS) in the New Jersey Department of Human Services.

**“Driver license”** means a license issued by the MVC authorizing a person to operate a particular type of motor vehicle.

**“Endorsement,”** as defined at N.J.S.A. 39:3-10.11, means an authorization to a commercial driver license required to permit the holder of the license to operate certain types of commercial motor vehicles.

**“Fixed rate”** means that claims are paid based on procedure codes and all-inclusive amounts as established by the Division.

**“Lower-mode service”** means non-emergency transportation, reserved for sick, infirm or otherwise disabled persons who are under the care and supervision of a physician and whose medical condition requires transportation for medical care.

**“Lower-mode vehicle”** means a van or sedan licensed, registered, insured, maintained and operated as required in this agreement and by the laws and regulations of the State of New Jersey.

**“Mileage”** means the shortest distance from each beneficiary's place of origin to destination, regardless of the actual route traveled.

**“Mobility Assistance Vehicle”** or **“MAV”** means a vehicle that is validly licensed, equipped, staffed and operated in accord with New Jersey Department of Health and Senior Services rules at N.J.A.C. 8:40 and 8:41, to provide mobility assistance vehicle service, as that term is defined at N.J.A.C. 10:50-1.2.

**“Modified livery transportation services”** means livery services provided by a Division-approved transportation provider to beneficiaries under 21 years of age requiring supervision provided by a qualified provider-supplied attendant.

**“Motor Vehicle Commission (MVC)”** means the New Jersey Motor Vehicle Commission.

**“Non-emergency”** means a situation in which an individual is in need of routine, scheduled medical care.

**“Provider Agreement”** means this contract.

**“State”** means the State of New Jersey.

**“Valid”** means legally acquired, current, up-to-date, and not expired, revoked or suspended.

## **B. General Requirements and Provisions**

1. The Provider’s activities under this Agreement shall be accomplished as directed by the Division. The Provider shall obtain prior authorization from the Division for each incidence of service provided. The State will not pay for any service provided without such prior authorization. Payment shall be made only when the service is provided to beneficiaries enrolled in Medicaid/NJ FamilyCare programs who are transported solely for the purpose of obtaining a covered service in accordance with N.J.A.C. 10:49-5. The Provider shall confirm that each beneficiary possesses a valid Recipient Eligibility Identification Card for the date of service prior to providing transportation service. The State will not pay for services provided when an individual is ineligible for Medicaid/NJ FamilyCare.

2. The State’s obligations hereunder are contingent upon the State receiving ongoing approvals and funds from the federal Center for Medicare and Medicaid Services (CMS). No legal or financial liability shall arise on the part of the State for any payment for service if such approvals or funds are not granted on an ongoing basis.

3. The State reserves the right to: use other modes of transportation including, but not limited to, free or volunteer services, public transportation, private vehicle transportation, other contracted services or transportation provided by other providers, such as clinics; deny transportation service to beneficiaries for regular visits to facilities outside the immediate community if similar services are available within that community; deny transportation service to beneficiaries when the destination is less than one-half mile from the place of origin.

4. The least expensive mode of transportation suitable to a beneficiary’s needs shall be used, pursuant to N.J.A.C. 10:50-1.6(a). For example, a beneficiary shall not be provided lower-mode service if capable of using a bus.

5. The Provider shall provide non-emergency, curb-to-curb transportation service on a daily basis and door-through-door escort on an as needed basis.

6. The Provider shall ensure that beneficiaries are safely transported to and from appointments on time. Any deviation from the stated time of more than 30 minutes is not acceptable.
7. The Provider shall continuously maintain a *bona fide* New Jersey business location and telephone dispatch service and shall notify the Division within five days of any change of business address or telephone number, or of cessation of service.
8. The Provider shall provide at least one half (50 percent) of its transports, as measured in the number of beneficiary passengers, to beneficiaries attending medical appointments, such as at doctor's offices and hospitals, as opposed to transports of beneficiaries to clinics. The Division may determine compliance based upon review of the Medicaid/NJ FamilyCare Management Information System, the provider's daily log sheets or other information.
9. The Provider shall inform the Division of any change to any information contained in the Provider's original application to provide services, within five business days of such change, unless a shorter timeframe is required by any other provision of this document or by N.J.A.C. 10:49 or 10:50.
10. The Provider shall comply with all applicable provisions of all State and federal laws, rules and regulations, as they are amended and supplemented during the course of this contract, including, but not limited to, N.J.A.C. 10:49 and 10:50, regardless of whether the provisions of those laws, rules and regulations are contained in the language of this document. The Provider shall comply with the terms of all Annexes to this Provider Agreement.

### **C. Documentation, Notification and Insurance Requirements**

1. The Provider shall immediately notify the Division of the occurrence of any passenger injury or vehicular accident. The provider shall submit a written report describing the occurrence to the Division within five business days of the incident. The Division reserves the right to require a police report on such incidents.
2. The Provider shall have and maintain all licenses, registrations, insurance and vehicles for which documentation is required in this Provider Agreement, in the manner and amounts described in this Provider Agreement. The Provider shall provide to the Division the following documentation upon initial enrollment and prior to the delivery of any services, concerning licenses, registrations, insurance, vehicles and drivers, and shall immediately inform the Division of, and document, any change to any of the information provided:
  - (a) Number of vehicles owned/leased that are available to provide service;
  - (b) Year, make, model and seating capacity of each vehicle to be utilized;
  - (c) If applicable, license (photocopy) to operate a livery service company for each vehicle, issued by the clerk of the municipality in which the place of business is located;
  - (d) Vehicle Registration (photocopy) for each vehicle, bearing the classification "Commercial" or "Livery," issued by the MVC. Each Vehicle Registration shall indicate: that the seating capacity is not less than five nor more than ten persons (including the driver); that the vehicle is not more than nine model years old; and, that the vehicle has four doors if it is a passenger car. The Provider shall enter the vehicle fleet number on each Vehicle Registration (photocopy);
  - (e) State of New Jersey Insurance Identification Card (photocopy) for each vehicle, issued by the Provider's insurance company;

- (f) Certificates of Insurance (photocopies), listing the New Jersey Division of Medical Assistance and Health Services as Certificate Holder, verifying coverage for Workers Compensation (in amounts as required by law, at N.J.S.A. 34:15-1 et seq.) and general liability, professional liability, and automobile liability, for each vehicle. The insurance policies shall include the State of New Jersey, Division of Medical Assistance and Health Services, as "Additional Insured." The specified amount indicated in the Certificate of Insurance (photocopy) shall comply, at a minimum, with the requirements of N.J.S.A. 48:16-14, as amended and supplemented or, if that law does not apply to the Provider, the automobile liability policy shall be in an amount equal to that required of MAV providers contained in N.J.A.C. 8:40-3.3, as amended and supplemented. The provider's general liability policy and professional liability policies shall be in amounts equal to that required of MAV providers contained in N.J.A.C. 8:40-3.3, as amended and supplemented. The Provider shall immediately discontinue all services if any portion of any required insurance is cancelled or becomes null or void;
- (g) Current valid Operator's License (photocopy) for each driver.
3. Whenever the previously cited documents are renewed, the Provider shall send photocopies of the new documents to the Division within five business days. The Provider shall notify the Division within five business days whenever an additional vehicle is added to the company's fleet.
4. The Provider shall keep all licenses, registrations and insurance, and documentation thereof, current and valid.
5. The Division reserves the right to require an abstract of each driver's driving record in New Jersey and in any other State. If the Division finds that the Provider has hired a driver with an unsatisfactory driving record, the Division may terminate services from the Provider.

#### **D. Vehicle Standards and Requirements**

1. The Provider shall not use any vehicle for service unless and until it complies with all of the following requirements:
- (a) Each vehicle shall not be more than nine model years old.
  - (b) Each vehicle shall have seating capacity of not less than five nor more than 10 persons, including the driver.
  - (c) Each vehicle shall be registered by the MVC as "Commercial" or "Livery", and be licensed and insured under the same classification.
  - (d) Each vehicle shall display external markings to indicate company name and vehicle fleet number.
  - (e) Each vehicle shall successfully pass all motor vehicle tests conducted by the MVC, or by a legally authorized inspection station, and shall display a current, valid MVC inspection decal. No vehicle shall provide services while it bears an expired or "failed" sticker.
  - (f) Each vehicle shall be properly equipped and maintained in accordance with all applicable Federal and State laws.
  - (g) Each vehicle shall be in a safe operating condition. If the Provider is aware of, or informed of, any safety or non-compliance issue pertaining to any vehicle, the Provider shall not use that vehicle to provide any service until the issue has been investigated and resolved completely.
  - (h) Each passenger car used shall be a four-door vehicle.

2. At the option of the Division, each vehicle in the company's fleet may be subject to a physical review and approval by the Division. Vehicles that are added to the Provider's fleet may be subject to a physical review and approval by the Division before services are provided in those vehicles.
3. A Provider of MAV services shall not use a vehicle unless that vehicle is licensed as an MAV vehicle by the New Jersey Department of Health and Senior Services and is licensed, registered, and insured as a "Commercial" or "Livery" vehicle.

**E. Driver and Provider-Supplied Attendant Requirements**

1. The Provider shall require and ensure that each driver and Provider-supplied attendant is 21 years of age or older and has in his/her physical possession, for inspection, a valid New Jersey driver's license.
2. The Provider shall require that the driver of a commercial motor vehicle that is designed to transport 8 to 10 passengers including the driver (Group C) shall possess a commercial driver license (CDL) with any required passenger endorsement as defined at N.J.S.A. 39:3-10.11.
3. The Provider shall not hire any person, and shall immediately dismiss any person, as a driver or modified livery transportation Provider-supplied attendant, who has a criminal record, as described below, or who is found to have used any drug illegally or in a manner that could compromise the person's ability to perform the duties of their job. The Provider shall not allow any person to provide service as a driver or modified livery transportation Provider-supplied attendant unless the Provider has screened the person as follows:
  - (a) A criminal background check, including fingerprinting, shall be completed prior to hire. The transportation provider shall ensure that a request for a New Jersey criminal history record background check on each driver and each provider-supplied attendant to be employed is sent to the Department of Human Services, through the Division, for processing by the Division of State Police, State Bureau of Identification (SBI) in the Department of Law and Public Safety. Each New Jersey criminal history record background check shall take place in accordance with the regulations of the Division of State Police at N.J.A.C. 13:59, subchapter 1. Each such request from the provider for a New Jersey criminal history background check must be accompanied by a payment from the provider covering all costs of the process, as provided at N.J.A.C. 13:59-1.3. A transportation provider shall not employ any person as a driver or provider-supplied attendant who has a record of conviction for any of the following:
    - i. A crime against a child, including endangering the welfare of a child and child pornography under N.J.S. 2C:24-4, and child molestation as set forth in N.J.S. 2C:14-1 et seq.;
    - ii. Abuse, abandonment or neglect of a child under R.S. 9:6-3;
    - iii. Endangering the welfare of an incompetent person under N.J.S. 2C:24-7;
    - iv. Sexual assault, criminal sexual contact or lewdness under N.J.S. 2C:14-2 through N.J.S. 2C: 14-4;
    - v. A crime involving the use of force or the threat of force to or upon a person or property including, but not limited to: robbery, aggravated assault, stalking under P.L. 1992, c.209 (N.J.S. 2C:12-10); manslaughter under N.J.S. 2C:11-4 and murder under N.J.S. 2C:11-3;

- vi. A crime as set forth in chapter 39 of Title 2C of the New Jersey Statutes, a third degree crime involving theft as set forth in chapter 20 of Title 2C of the New Jersey Statutes, or an offense as set forth in N.J.S. 2C:29-2;
  - vii. Kidnapping and related offenses, including criminal restraint; false imprisonment; interference with custody; criminal coercion; or luring or enticing a child into a motor vehicle, structure or isolated area under P.L. 1993, c. 291 (N.J.S. 2C:13-1 through 2C:13-6);
  - viii. Arson pursuant to N.J.S. 2C:17-1, or causing or risking widespread injury or damage which would constitute a crime of the second degree under N.J.S. 2C:17-2;
  - ix. Terroristic threats pursuant to N.J.S. 2C:12-3;
  - x. Recklessly endangering another person under N.J.S. 2C:12-2;
  - xi. Threats and other improper influence under N.J.S. 2C:27-3;
  - xii. An offense involving the manufacture, transportation, sale, possession, distribution or habitual use of a controlled dangerous substance as defined at N.J.S. 2C:35-1 et al.
  - xiii. Any attempt or conspiracy to commit any of the above crimes or offenses; or
  - xiv. For drivers, within the last ten years, a violation of R.S. 39:4-50, N.J.S. 39:4-50.4a, N.J.S. 39:3-10.13 or N.J.S. 39:3-10.24;
- (b) Initial drug testing shall be completed prior to hire. A modified livery transportation service provider shall not employ any person as a driver or provider-supplied attendant who has failed any part of such drug testing. Such testing shall screen for use of:
- i. Cannabinoids;
  - ii. Barbiturates;
  - iii. Benzodiazepines;
  - iv. Amphetamines;
  - v. Narcotics;
  - vi. Cocaine;
  - vii. Opiates; and
  - viii. Phencyclidine (PCP);
- (c) Random drug testing shall be completed no less than once every 3 months to ensure that all drivers remain drug free.
- (d) As required by the Division, Division-approved medical and safety courses including, but not limited to, passenger assistance techniques, cardiopulmonary resuscitation (CPR), child safety and car seat training, and sensitivity training for behaviorally-challenged individuals, shall be completed by the driver or attendant prior to the delivery of services.
- 4.** The Provider shall require and ensure that each driver and Provider-supplied attendant:
- (a) Shall wear a uniform and an identification badge that includes his or her name and the name of the transportation company;
  - (b) Shall be neat and clean, maintain a professional appearance and behave professionally while providing service to beneficiaries;
  - (c) Shall supervise the well being of individuals while in the vehicle to ensure their privacy, comfort, and appropriate care;
  - (d) Shall ensure that all passengers wear automobile safety belts; and
  - (e) Shall ensure that smoking is prohibited within the vehicle at all times.
- 5.** The Provider shall require and ensure that each driver:

- (a) Shall assist beneficiaries in entering and leaving the vehicle, using a step stool if necessary, and shall provide door-through-door escort and assistance, if necessary, at the place of departure and destination;
  - (b) Shall operate the vehicle in a safe manner, starting and stopping as slowly and smoothly as safety permits, and complying with all motor vehicle laws;
- 6. The Provider shall require and ensure that no person shall be allowed to operate a vehicle: while under the influence of alcohol or drugs; in a reckless manner; at excessive or illegal speed; or, while engaging in any illegal conduct.
- 7. The Provider shall require and ensure that:
  - (a) During a modified livery transport, the Provider-supplied attendant acts in a manner of responsibility for the safety of all beneficiaries under 21 years of age during transport and in the absence of a driver (for instance, when the driver departs the vehicle to provide door-through-door escort and assistance); and
  - (b) Each provider supplied attendant shall be responsible for verifying the destination requiring a modified livery transport by signing the certification statement on behalf of passengers under 21 years of age.

**F. Additional Requirements - Modified Livery Transportation Providers**

- 1. The Provider shall not provide modified livery transportation to any beneficiary unless that person is under 21 years of age.
- 2. The Provider shall provide modified livery transportation to a maximum of eight children per transport vehicle, unless otherwise more limited by vehicle capacity and safety requirements.
- 3. The Provider shall ensure that Provider-supplied attendant supervision during a modified livery transport shall not exceed eight (8) passengers per one (1) provider-supplied attendant.
- 4. The Provider shall not use any vehicle to provide modified livery transportation services unless the vehicle has all MVC required or approved safety restraint systems for passengers based on age and weight.
- 5. The Provider shall demonstrate to the Division's satisfaction proof of compliance with State school bus licensing standards and requirements prior to providing modified livery transportation services.
- 6. A Provider of modified livery transportation services shall ensure that utilization of services by children under 21 years of age shall not exceed more than 50% of the provider's overall service volume, as measured by the number of beneficiary passengers.
- 7. A Provider of modified livery transportation services shall not allow any person to provide service as a driver or Provider-supplied attendant unless that person is directly employed as such by the Provider.

**G. Dispatch and Scheduling Requirements**

- 1. The Provider shall supply transportation services for beneficiaries, at a minimum, Monday through Friday, 6 am to 8 pm, and Saturday, 6 am to 12 noon. The Provider shall supply dispatching by telephone, at a minimum, Monday through Friday, 7 a.m. to 7 p.m. and Saturday, 7 a.m. to 12 noon.
- 2. The Provider shall ensure that dispatching and scheduling arrangements are made for beneficiaries only at designated business locations by telephone and in person.

3. When a beneficiary requests a transportation service, the Provider shall determine the destination of the trip and the type of medical service to be obtained for the purpose of ensuring that it is a Medicaid/NJ FamilyCare-covered service for that beneficiary.

4. When a Medicaid/NJ FamilyCare beneficiary requests a transportation service, the Provider shall implement, and inform the beneficiary of, the following rules:

(a) Transportation shall only be provided for the beneficiary to obtain a Medicaid/NJ FamilyCare-covered service.

(b) The beneficiary shall be required to sign a form certifying that he or she is using Medicaid/NJ FamilyCare-funded transportation services for the purpose of obtaining a Medicaid/NJ FamilyCare-covered service. This signature is not required for beneficiaries under 18 years of age.

(c) The Provider-supplied attendant shall (a) enter the office/facility of the treating provider at the place of destination and (b) obtain a signature on the Transportation Certification from a representative at that location.

(d) The use of Medicaid/NJ FamilyCare-funded transportation services for any other purpose is fraudulent activity subject to criminal prosecution and civil administrative sanctions.

#### **H. Trip Authorization Requirements and Procedures**

1. Unisys Corporation (Unisys) shall authorize all trips via a Prior Authorization (PA) Form, MC-12(A). A Sample form and item-by-item instructions for the form's completion are located in Section 5 of the Fiscal Agent Billing Supplement.

2. Authorization procedure: The Provider shall forward a properly completed PA form, prior to the date of service, to Unisys Corporation, Transportation PA Unit, 3705 Quakerbridge Road, Trenton, NJ 08650. Upon receipt, a reviewer from the Transportation PA Unit shall review the information to determine the necessity for the service and shall approve, modify, or deny the request. Unisys will notify the Provider of the disposition of the request for authorization. If the request is approved, notification will include the authorized date or time frame. Unisys will also contact the Provider if additional documentation is required.

3. The Provider's request for authorization shall not be approved if the requested dates of service span another Provider's previously approved dates of service for a particular beneficiary. Exceptions are made on a case-by-case basis depending on the specific circumstances involved.

4. The Provider's request for authorization, for a single trip and for an extended period of time, shall be destination specific. A listing of all intended destinations shall be provided in item 18 (REMARKS) on the original (first) PA form. The provider shall forward written notification to Unisys in one of the following ways whenever there is a change in a beneficiary's formerly approved place of destination as entered on the original PA form:

(a) List the revised places of destination on item 18 (Remarks) on a photocopy of the original (first) PA form; or

(b) List the revised places of destination on a separate page and attach it to the original (or photocopied) PA form.

5. Each of the two methods of forwarding written notification as listed in H.4(a) and (b) above shall include the name, address, and telephone number of the medical facility at the destination. The written notification shall be forwarded to Unisys within five business days of the date of service. The Division reserves the right to retroactively deny any previously approved PA request, and void any paid claims, if a destination is subsequently determined to be inappropriate.

**6. The Provider shall:**

- (a) Ensure that any requests for post-service (retroactive) authorization are received by Unisys within 10 working days of the date of service;
- (b) Ensure that any requests for renewals of existing periods of authorization are received by Unisys prior to the expiration date of the existing period of authorization;
- (c) Review Unisys' notification letters prior to billing for services, to determine if modifications of the PA request including, but not limited to, procedure codes, approval dates, or beneficiary numbers have been made;
- (d) Provide current, valid, and accurate information to Unisys when requesting prior authorization. Claims shall be denied and additional penalties imposed if it is determined, upon post-service review, that PA requests were approved by Unisys based on the provider's submission of incomplete, misleading or incorrect documentation or procedure codes;
- (e) Retain on file for a period of at least five years from the date of service, at the Provider's place of business, a photocopy of the MC-12(A), and make that record available for immediate State inspection, upon request. If a photocopy of the MC-12(A) form is not on file for each service, or does not contain all the required elements, the Medicaid/NJ FamilyCare payment for the service is subject to recoupment or denial.

7. The State reserves the right to revise the authorization procedure at any time. Providers will be provided with a minimum of ten-calendar days notice before implementation of any significant revisions to the authorization process.

**I. Mileage Calculation for Regular Livery and Regular MAV Services**

- 1. Mileage shall be calculated and billed only when a Medicaid/NJ FamilyCare beneficiary is actually in a vehicle. Payment for mileage that accrues before a beneficiary is picked up or after a beneficiary is discharged is not permitted.
- 2. Medicaid/NJ FamilyCare beneficiaries shall be picked up and transported to and from appointments in a manner that results in the accrual of the lowest number of miles from the first pickup to the final destination.
- 3. Mileage shall be calculated and billed based on the shortest distance from each beneficiary's place of origin to the beneficiary's destination, regardless of the actual route traveled. Payment for cumulative mileage is not permitted.
- 4. Multiple-load situations: A driver may pick up more than one beneficiary from separate places of origin. The billable mileage, however, shall be based on the shortest distance from each beneficiary's place of origin to that beneficiary's destination, regardless of the actual route traveled. For example, the place of origin of the first person (beneficiary #1) is four miles from that person's destination, following the shortest route. The first person, however, remains in the vehicle while the driver picks up additional passengers along the route. The correct number of units (miles) to be claimed for the first person is "4". It is inappropriate in this case to bill the inflated mileage traveled by beneficiary #1 along the route. Additionally, the total of all mileage billed for multiple passengers shall not exceed the actual mileage traveled by the vehicle during the entire trip.

**J. Claims**

1. A sample claim form (MC-12) and item-by-item Instructions for the form's completion are located in Section 5 of the Fiscal Agent Billing Supplement. (Available at [www.njmmis.com](http://www.njmmis.com))
2. Claims shall be submitted to Unisys within 90 calendar days of the date of service. The Division may refuse payment whenever a claim is not submitted to Unisys within 90 calendar days of the date of service.
3. The Provider shall immediately review all payments. Any underpayments or overpayments shall be reconciled by the Provider within 30 business days of the date of payment by using an MMIS Claim Adjustment Request Form (FD-999). A sample form and item-by-item instructions for the form's completion are located in Section 10 of the Fiscal Agent Billing Supplement.
4. If an overpayment was made and payment was not returned to the State by the Provider within a 30 business-day time period, the State shall seek recovery, including interest accrued, at the rate specified in N.J.S.A. 30:4D-17, either directly from the Provider or via withholding against future payments. Other civil penalties may be assessed in accordance with N.J.S.A. 30:-4D-17.
5. Reimbursement for correctly made claims shall be made in accordance with Annex B of this Agreement.

**K. Daily Log**

1. The Provider shall prepare daily log sheets and shall maintain them for a period of at least five years from the date of service. Daily log sheets shall be available for immediate review upon request of the Division. If a daily log sheet is not on file for each service, or does not contain all of the required elements, payment for the service is subject to recoupment or denial.
2. The daily log sheet shall contain, at a minimum, the following information:
  - (a) The date;
  - (b) The name of each Medicaid/NJ FamilyCare beneficiary;
  - (c) The beneficiary's 12-digit Medicaid/NJ FamilyCare identification number.
  - (d) Place of origin (address);
  - (e) Destination (name of facility and address);
  - (f) Type of medical service to be received;
  - (g) Scheduled and actual time of pickup;
  - (h) Name of driver and fleet number of vehicle assigned;
  - (i) Name of dispatcher/reservationist who recorded the request;
  - (j) Name of provider-supplied attendant on board (if applicable).

**L. Transportation Certification Form**

1. Each driver shall complete the Division's appropriate transportation certification form at the time a service is provided. A properly completed, signed certification form shall be attached to each hard-copy claim form submitted to Unisys. **For Livery service, the Transportation Certification-Livery Service form must be completed. For Modified Livery service, the Transportation Certification-Modified Livery Service form must be completed.**
2. A facsimile of a certification form and item-by-item instructions for the form's completion are located in Section 5 of the Fiscal Agent Billing Supplement. All the elements contained on the facsimile shall appear on the certification form furnished and prepared by the Provider.

3. MAV providers shall use the MAV certification form as indicated in Transmittal 50-FA-2, February 2001.
4. The vehicle fleet number corresponding to the vehicle used to provide the respective transportation service shall be entered on the transportation certification form and on the claim (MC-12) in item 18 (REMARKS).
5. The transportation certification form shall be completed in its entirety. The following printed names and signatures shall be entered on the certification form:
  - (a) The beneficiary who received the ride (with the exception of Modified Livery service, regarding the signature);
  - (b) The driver who provided the ride;
  - (c) The accompanying provider supplied attendant (if applicable); and
  - (d) A representative of the medical facility at the destination.
6. Transportation certification forms shall be maintained by the Provider and available for immediate review, upon the request of the State, for a period of at least five years from the date of service. If a transportation certification form is not on file for each service or does not contain all the required elements and signatures, payment for the service is subject to recoupment.

**M. Complaint Log**

1. The Provider shall implement a complaint/grievance procedure.
2. The Provider shall prepare and maintain a complaint log, containing all complaints and/or grievances from users of transportation service or their representatives. Complaint logs shall be maintained by the Provider and available for immediate review upon the request of the State, for a period of at least five years from the date of service.
3. Complaint logs shall contain the following documentation:
  - (a) Name and address of the Medicaid/NJ FamilyCare beneficiary;
  - (b) Beneficiary's 12-digit Medicaid/NJ FamilyCare identification number;
  - (c) Telephone number of Medicaid/NJ FamilyCare beneficiary;
  - (d) Complete details about the nature of the complaint; and
  - (e) Complete details of the resolution of the complaint and any corrective action taken by the Provider.

**N. Program Integrity**

1. Each claim, certification form, and daily log sheet entry shall correspond to an actual trip provided to a Medicaid/NJ FamilyCare beneficiary.
2. No remuneration, compensation, or other consideration shall be solicited or accepted from any Medicaid/NJ FamilyCare-eligible beneficiary for services delivered.
3. The Provider shall not use any marketing material that includes any references to Medicaid/NJ FamilyCare coverage unless that material has been approved by the Division prior to its use.
4. The Provider shall report immediately to the Division's Office of Program Integrity Administration any evidence of fraud or abuse. The Medicaid/NJ FamilyCare Fraud and Abuse Hotline, 1-888-937-2835, is available to report allegations of fraud and abuse. The Provider shall cooperate with any investigation that may result.

5. The Provider shall abide by the provisions of N.J.A.C. 10:49-7.4 and N.J.A.C. 10:49-7.5, concerning the use of factors, service bureaus and management agencies, and of N.J.A.C. 10:49-11 and N.J.A.C. 10:49-12, concerning exclusion from participating in the New Jersey Medicaid/NJ FamilyCare program and reinstatement.

6. The Provider shall not release data pertaining to this Agreement or the services to which it relates without prior written State approval and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without the prior written approval of the State, and then only to persons designated.

**O. Auditing**

1. The Division may review and evaluate the care and services provided to Medicaid/NJ FamilyCare beneficiaries. The Provider shall comply within three business days with a request from the Division for documentation including, but not limited to, photocopies of licenses, registrations, insurance documents, PA forms, claims, transportation certification forms, complaint logs, and daily log sheets. At the State's option, vehicle service and maintenance records shall be made available for immediate on-site inspection by representatives of the Division.

2. The Provider shall permit spot checks and on-site inspections for the purpose of monitoring and evaluating the work performed under this Provider Agreement.

3. The Provider, and its drivers and attendants, shall cooperate fully during any spot checks and on-site inspections conducted by State representatives for the purpose of inspecting, investigating, monitoring, or otherwise evaluating the work performed by the Provider.

4. The DMAHS, the U.S. Department of Health and Human Services, the General Accounting Office (GAO), the New Jersey Department of Law and Public Safety, and any other Federal, State, county, or local agency with appropriate jurisdiction, or their authorized representative(s) shall, at reasonable times, have the right to enter the contractor's premises, or such other places where duties under the Provider Agreement are being performed, to inspect, investigate, monitor, or otherwise evaluate the work being performed and all related financial records.

5. The Provider shall provide reasonable access to all facilities and shall cooperate with any Federal, State, County, and local representative(s) conducting spot checks, on-site inspection visits, audits and investigations.

6. Providers for modified livery transportation shall provide DMAHS monthly reports with the following data regarding each such service provided: recipient's 12 digit identification number, recipient's name, recipient's destination, vehicle fleet number, date and hours of service, Provider-supplied attendant's name, and driver's name.

**P. Performance Standards/ Termination of Services, Privileges and/or Provider Agreement**

1. The Provider shall ensure that each Medicaid/NJ FamilyCare beneficiary is picked up on time at both the point of departure and the destination and is transported by a safe driver in a safe manner and in accordance with this Provider Agreement and with the requirements of all State and Federal laws, rules and regulations.

- 2.** The Division shall closely monitor performance standards including, but not limited to, dispatching and scheduling availability during the times required, and pick-up/arrival times.
- 3.** The following shall result in the Division's immediate termination of this Provider Agreement and of service from the Provider, and may also result in denial of payment or recoupment of payment:
  - (a) Failure to maintain the required business location and telephone dispatch service;
  - (b) Failure to provide to the Division, within five working days, notice of any change of address, telephone number, or cessation of service;
  - (c) Failure to provide door-through-door escort services, if needed by a beneficiary; or
  - (d) Any violation of any provision of this Provider Agreement, or of any State or federal law, rule or regulation, that affects or threatens to affect the life, health or safety of a beneficiary or of any representative of the State.
- 4.** Violations of other provisions of this Provider Agreement or of N.J.A.C. 10:49 or 10:50 concerning the provider's performance including, but not limited to, unavailability for dispatching/scheduling, late pick-up/arrival delays, and missed appointments may result in sanctions including, but not limited to, termination of this contract, denial of payment, recoupment of payment, and termination of billing and service delivery privileges such as electronic billing and dialysis transports.
- 5.** Failure to provide an authorized, scheduled service without at least 24 hours advance notice to the beneficiary may, depending upon the circumstances, result in termination of this contract.
- 6.** In addition to the remedies that are specifically stated in this Provider Agreement above, the Division retains its right to apply the remedies contained in State laws and rules including, but not limited to, N.J.A.C. 10:49, Subchapters 11, 13 and 14.

DHS (REV. 10/20/04)  
STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES  
ANNEX B: CONTRACT RATE INFORMATION SUMMARY (FORM ANNEX "B-2")

SECTION I: RATES

PROGRAM/SERVICE	UNIT OF SERVICE	RATE PER SERVICE UNIT	TYPE OF RATE FROM	EFFECTIVE PERIOD TO
Y8365-Mileage	Per mile--one-way	\$3	Mileage: per person	
Y8366-Mileage	Per mile--return	\$3	Mileage: per person	
Y8368-Dialysis	One way	\$5	Flat rate: per person	
Y8370-Load	One way	\$3	Flat rate: per person	
Y8363-Clinic	One way	\$4.50	Flat rate: per person	
T2002 HA	Specialized Pediatric Transport	\$55/hr.	16 Round trips per day	
T2002 HA 22	Specialized Pediatric Transport	\$85/hr.	22 Round trips per day	

\*THESE RATES ARE SUBJECT TO THE CONDITIONS IN SECTIONS II AND III

SECTION II. CONTRACT STIPULATIONS

- A. The service capacity of the Provider Agency is for the term of this contract (check here if not applicable)
- B. The Provider Agency shall submit to the Department ( ☒ ) monthly, ( ☐ ) quarterly, ( ☐ ) semi-annual, ( ☐ ) annual report certifying to the actual Program expenditures consistent with the Provider's approved budget set forth in the Contract Budget. This report is due days after the end of the reporting period (Check here if periodic expenditure reporting is not applicable: .)
- C. The Provider Agency shall submit to the Department a ( ☒ ) monthly, ( ☐ ) quarterly, ( ☐ ) semi-annual, ( ☐ ) annual report certifying to the actual Units of service delivered during the reporting period. This report is due 15 days after the end of the reporting period. (Check here ☐ if Periodic expenditure reporting is not applicable.)
- D. Other: (Specify reporting requirements if B and C above are not applicable.)

SECTION III. GENERAL

- A. Limitations: use of the rate(s) contained in this Annex is subject to any statutory or administrative limitations. Acceptance of the rate(s) agreed to herein is predicated on the condition that no information furnished by the Provider Agency and used in the establishment of the rate(s) as applicable is found to be materially incomplete or inaccurate.
- B. Types of Rates:
- Provisional; a provisional rate is a temporary or interim rate and is subject to adjustment on the basis of a final rate calculated when actual costs are reported.
  - Fixed: a fixed rate is a permanent rate, not subject to adjustment, which is agreed to for a specific future period, usually one year.
- C. Notification of State agencies: Copies of this document may be furnished to other State agencies as a means of notifying them of the information it contains.
- D. Other:

## ANNEX C

### **TRANSPORTATION CERTIFICATION-LIVERY SERVICE (Rev. 12/04)** **TRANSPORTATION CERTIFICATION-MODIFIED LIVERY SERVICE (Rev. 8/05)**

NOTE: The Transportation Certification – Livery Service, Revised 12/04, must be used for service dates beginning January 1, 2005.

NOTE: The Transportation Certification –Modified Livery Service, Revised 8/05, must be used for service dates beginning with the fully-executed contract approval date.

A Transportation Certification Form must be completed, signed, and dated each time a patient is transported. The printed name, signature, and date are required elements for the (a) patient (excluding Modified Livery Service, regarding signature), (b) driver, (c) Provider-supplied attendant and (d) facility representative, per ANNEX A, Section L.

Excluding the Modified Livery Service, internet or software programs that calculate mileage and routes may be used to show the actual route taken by the driver and to support the mileage amounts as indicated by the vehicle's odometer. Any documentation used in this manner, however, must be attached to the Transportation Certification.

A completed, signed, Transportation Certification must be kept on file at your place of business for a minimum period of five years from the date the service was rendered.

Also attached are Item-by-item instructions for the proper completion of the Transportation Certification forms.

TRANSPORTATION CERTIFICATION - LIVERY SERVICE

Livery Company \_\_\_\_\_ Date of Service \_\_ / \_\_ / \_\_ Fleet Number \_\_\_\_\_

-----  
**1. Beneficiary's Name** \_\_\_\_\_ ( ) One Way ( ) Round Trip  
( ) Wheelchair bound ( ) Ambulatory

**Beneficiary's Telephone** ( \_\_ ) \_\_\_\_ - \_\_\_\_ **HSP (Medicaid) Case No.** \_\_\_\_\_ / \_\_\_\_  
**Date of Birth** \_\_ / \_\_ / \_\_

**Beneficiary's Condition**  
(describe) \_\_\_\_\_

**Origin (address)** \_\_\_\_\_  
**Mileage (odom.)** \_\_\_\_\_ **Time** \_\_\_\_\_

**Destination: Facility's Name & Address** \_\_\_\_\_  
**Mileage (odom.)** \_\_\_\_\_ **Time** \_\_\_\_\_

**Facility's 7-digit Medicaid ID#** \_\_\_\_\_ **Facility's Telephone Number** ( \_\_ ) \_\_\_\_ - \_\_\_\_

**Returned to (address)** \_\_\_\_\_  
**Mileage (odom.)** \_\_\_\_\_ **Time** \_\_\_\_\_

-----  
**2. Beneficiary's Name** \_\_\_\_\_ ( ) One Way ( ) Round Trip  
( ) Wheelchair bound ( ) Ambulatory

**Beneficiary's Telephone** ( \_\_ ) \_\_\_\_ - \_\_\_\_ **HSP (Medicaid) Case No.** \_\_\_\_\_ / \_\_\_\_  
**Date of Birth** \_\_ / \_\_ / \_\_

**Beneficiary's Condition**  
(describe) \_\_\_\_\_

**Origin (address)** \_\_\_\_\_  
**Mileage (odom.)** \_\_\_\_\_ **Time** \_\_\_\_\_

**Destination: Facility's Name & Address** \_\_\_\_\_  
**Mileage (odom.)** \_\_\_\_\_ **Time** \_\_\_\_\_

**Facility's 7-digit Medicaid ID#** \_\_\_\_\_ **Facility's Telephone Number** ( \_\_ ) \_\_\_\_ - \_\_\_\_

**Returned to (address)** \_\_\_\_\_  
**Mileage (odom.)** \_\_\_\_\_ **Time** \_\_\_\_\_

**3. Beneficiary's Name** \_\_\_\_\_ ☐ One Way ☐ Round Trip  
☐ Wheelchair bound ☐ Ambulatory

**Beneficiary's Telephone** (\_\_\_\_) \_\_\_\_ - \_\_\_\_ **HSP (Medicaid) Case No.** \_\_\_\_\_ / \_\_\_\_  
**Date of Birth** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Beneficiary's Condition**  
(describe) \_\_\_\_\_

**Origin (address)** \_\_\_\_\_  
**Mileage (odom.)** \_\_\_\_\_ **Time** \_\_\_\_\_

**Destination: Facility's Name & Address** \_\_\_\_\_  
**Mileage (odom.)** \_\_\_\_\_ **Time** \_\_\_\_\_

**Facility's 7-digit Medicaid ID#** \_\_\_\_\_ **Facility's Telephone Number** (\_\_\_\_) \_\_\_\_ - \_\_\_\_

**Returned to (address)** \_\_\_\_\_  
**Mileage (odom.)** \_\_\_\_\_ **Time** \_\_\_\_\_

-----

**4. Beneficiary's Name** \_\_\_\_\_ ☐ One Way ☐ Round Trip  
☐ Wheelchair bound ☐ Ambulatory

**Beneficiary's Telephone** (\_\_\_\_) \_\_\_\_ - \_\_\_\_ **HSP (Medicaid) Case No.** \_\_\_\_\_ / \_\_\_\_  
**Date of Birth** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Beneficiary's Condition**  
(describe) \_\_\_\_\_

**Origin (address)** \_\_\_\_\_  
**Mileage (odom.)** \_\_\_\_\_ **Time** \_\_\_\_\_

**Destination: Facility's Name & Address** \_\_\_\_\_  
**Mileage (odom.)** \_\_\_\_\_ **Time** \_\_\_\_\_

**Facility's 7-digit Medicaid ID#** \_\_\_\_\_ **Facility's Telephone Number** (\_\_\_\_) \_\_\_\_ - \_\_\_\_

**Returned to (address)** \_\_\_\_\_  
**Mileage (odom.)** \_\_\_\_\_ **Time** \_\_\_\_\_

-----

(over)

**A. Beneficiary:** *I certify that the transportation service listed above was received. I request payment for this transportation service to be made on my behalf. The purpose of the trip was to obtain a Medicaid or NJ FamilyCare-covered (medical) service. I understand that the use of Medicaid-funded transportation services for any purpose other than to obtain a Medicaid-covered (medical) service is fraudulent activity subject to criminal prosecution and civil and administrative sanctions. I authorize any holder of medical or other pertinent information about me to release to the New Jersey Medicaid or NJ FamilyCare program or its authorized agents any information needed to confirm any claim(s) resulting from this transportation service.*

**Trip #1 ( ) Printed Name** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_/\_\_/\_\_

**Trip #2 ( ) Printed Name** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_/\_\_/\_\_

**Trip #3 ( ) Printed Name** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_/\_\_/\_\_

**Trip #4 ( ) Printed Name** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_/\_\_/\_\_

**B. Driver:** *I certify that I possess a current, valid driver's license. I provided the transportation service(s) listed on this form in a vehicle that holds a current, valid State of New Jersey Registration and current, valid inspection sticker. I further certify that this vehicle complies with all pertinent requirements of the Medicaid and NJ FamilyCare programs and the New Jersey Motor Vehicle Commission. I WILL NOT MAKE THIS CERTIFICATION IF THE TRANSPORTATION COMPANY OR THIS VEHICLE ARE NOT IN FULL COMPLIANCE WITH ALL PERTINENT REGULATIONS. I WILL IMMEDIATELY REPORT TO MY EMPLOYER ANY SAFETY OR NON-COMPLIANCE ISSUES PERTAINING TO THIS VEHICLE. I certify that the information presented on this form is true, accurate, and complete. I understand that false statements or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws, or both.*

**Driver's Initials for:** Trip #1 \_\_\_\_\_ Trip #2 \_\_\_\_\_ Trip #3 \_\_\_\_\_ Trip #4 \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_/\_\_/\_\_

Return Driver:

**Fleet Number - Trip #1** \_\_\_\_\_ **Fleet Number - Trip #3** \_\_\_\_\_

**Fleet Number - Trip #2** \_\_\_\_\_ **Fleet Number - Trip #4** \_\_\_\_\_

**Printed Name** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date** \_\_/\_\_/\_\_

**C. Provider Supplied Attendant.** *I certify that the information presented on this form is true, accurate, and complete. I understand that false statements or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws, or both.*

Attendant's Initials for: Trip #1 \_\_\_\_\_ Trip #2 \_\_\_\_\_ Trip #3 \_\_\_\_\_ Trip #4 \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_ / \_\_ / \_\_

**D. Facility Rep.:** *I certify that the beneficiaries listed on this form were transported on a door-to-door basis to and from this medical facility for the purpose of obtaining a Medicaid or NJ FamilyCare-covered (medical) service.*

Trip #1 ( ) Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_ / \_\_ / \_\_

Trip #2 ( ) Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_ / \_\_ / \_\_

Trip #3 ( ) Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_ / \_\_ / \_\_

Trip #4 ( ) Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_ / \_\_ / \_\_

**NOTE**

Mileage shall be calculated and billed based on the shortest distance from each beneficiary's place of origin to his or her place of destination, regardless of the actual route traveled. Payment for cumulative mileage is not permitted.

**A Transportation Certification shall be retained on file at the contractor's place of business for at least five years from the date of service.**

**Reimbursement for the service is subject to recoupment if a Transportation Certification is not on file for each service or does not contain all the required elements and signatures.**

**(Rev. 12/04)**

**TRANSPORTATION CERTIFICATION – MODIFIED LIVERY SERVICE**

Livery Company \_\_\_\_\_ Date of Service \_\_ / \_\_ / \_\_ Fleet Number \_\_\_\_\_

-----  
**1. Beneficiary's Name** \_\_\_\_\_ ( ) One Way ( ) Round Trip  
( ) Wheelchair Bound ( ) Ambulatory

Beneficiary's Telephone (\_\_\_\_) \_\_\_\_ - \_\_\_\_ HSP (Medicaid) Case No. \_\_\_\_\_ / \_\_\_\_  
Date of Birth \_\_ / \_\_ / \_\_

Beneficiary's Condition  
(describe) \_\_\_\_\_

Origin (address) \_\_\_\_\_

Destination: Facility's Name & Address \_\_\_\_\_

Facility's 7-digit Medicaid ID# \_\_\_\_\_ Facility's Telephone Number (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Returned to (address) \_\_\_\_\_  
-----

**2. Beneficiary's Name** \_\_\_\_\_ ( ) One Way ( ) Round Trip  
( ) Wheelchair bound ( ) Ambulatory

Beneficiary's Telephone (\_\_\_\_) \_\_\_\_ - \_\_\_\_ HSP (Medicaid) Case No. \_\_\_\_\_ / \_\_\_\_  
Date of Birth \_\_ / \_\_ / \_\_

Beneficiary's Condition  
(describe) \_\_\_\_\_

Origin (address) \_\_\_\_\_

Destination: Facility's Name & Address \_\_\_\_\_

Facility's 7-digit Medicaid ID# \_\_\_\_\_ Facility's Telephone Number (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Returned to (address) \_\_\_\_\_  
-----

**3. Beneficiary's Name** \_\_\_\_\_ ( ) One Way ( ) Round Trip  
( ) Wheelchair bound ( ) Ambulatory

**Beneficiary's Telephone** ( \_ \_ ) \_ \_ - \_ \_ HSP (Medicaid) Case No. \_ \_ \_ \_ \_ / \_ \_  
**Date of Birth** \_ \_ / \_ \_ / \_ \_

**Beneficiary's Condition**  
(describe) \_\_\_\_\_

**Origin (address)** \_\_\_\_\_

**Destination: Facility's Name & Address** \_\_\_\_\_

**Facility's 7-digit Medicaid ID#** \_ \_ \_ \_ \_ **Facility's Telephone Number** ( \_ \_ ) \_ \_ - \_ \_ \_ \_

**Returned to (address)** \_\_\_\_\_  
-----

**4. Beneficiary's Name** \_\_\_\_\_ ( ) One Way ( ) Round Trip  
( ) Wheelchair bound ( ) Ambulatory

**Beneficiary's Telephone** ( \_ \_ ) \_ \_ - \_ \_ HSP (Medicaid) Case No. \_ \_ \_ \_ \_ / \_ \_  
**Date of Birth** \_ \_ / \_ \_ / \_ \_

**Beneficiary's Condition**  
(describe) \_\_\_\_\_

**Origin (address)** \_\_\_\_\_

**Destination: Facility's Name & Address** \_\_\_\_\_

**Facility's 7-digit Medicaid ID#** \_ \_ \_ \_ \_ **Facility's Telephone Number** ( \_ \_ ) \_ \_ - \_ \_ \_ \_

**Returned to (address)** \_\_\_\_\_  
-----

Rev. 08/05

(over)

**A. Driver:** *I certify that I possess a current, valid driver's license. I provided the transportation service(s) listed on this form in a vehicle that holds a current, valid State of New Jersey Registration and current, valid inspection sticker. I further certify that this vehicle complies with all pertinent requirements of the Medicaid and NJ FamilyCare programs and the New Jersey Motor Vehicle Commission. I WILL NOT MAKE THIS CERTIFICATION IF THE TRANSPORTATION COMPANY OR THIS VEHICLE ARE NOT IN FULL COMPLIANCE WITH ALL PERTINENT REGULATIONS. I WILL IMMEDIATELY REPORT TO MY EMPLOYER ANY SAFETY OR NON-COMPLIANCE ISSUES PERTAINING TO THIS VEHICLE. I certify that the information presented on this form is true, accurate, and complete. I understand that false statements or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws, or both.*

**Driver's Initials for:** Trip #1 \_\_\_\_\_ Trip #2 \_\_\_\_\_ Trip #3 \_\_\_\_\_ Trip #4 \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_ / \_\_ / \_\_

**Return Driver:**

**Fleet Number - Trip #1** \_\_\_\_\_ **Fleet Number - Trip #3** \_\_\_\_\_  
**Fleet Number - Trip #2** \_\_\_\_\_ **Fleet Number - Trip #4** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_ / \_\_ / \_\_

**B. Provider Supplied Attendant.** *I certify that the information presented on this form is true, accurate, and complete. I understand that false statements or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws, or both.*

**Attendant's Initials for:** Trip #1 \_\_\_\_\_ Trip #2 \_\_\_\_\_ Trip #3 \_\_\_\_\_ Trip #4 \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_ / \_\_ / \_\_

**C. Facility Rep.:** *I certify that the beneficiaries listed on this form were transported on a door-to-door basis to and from this medical facility **for the purpose of obtaining a Medicaid or NJ FamilyCare-covered (medical) service.***

Trip #1 ( ) Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_ / \_\_ / \_\_

Trip #2 ( ) Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_ / \_\_ / \_\_

Trip #3 ( ) Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_ / \_\_ / \_\_

Trip #4 ( ) Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_ / \_\_ / \_\_

**NOTE**

Mileage shall be calculated and billed based on the shortest distance from each beneficiary's place of origin to his or her place of destination, regardless of the actual route traveled. Payment for cumulative mileage is not permitted.

**A Transportation Certification shall be retained on file at the contractor's place of business for at least five years from the date of service.**

**Reimbursement for the service is subject to recoupment if a Transportation Certification is not on file for each service or does not contain all the required elements.**

(Rev. 08/05)

**ITEM-BY-ITEM INSTRUCTIONS FOR COMPLETING TRANSPORTATION  
CERTIFICATION – LIVERY SERVICE -Revised December 2004**

Beneficiary's Name and  
Date of Service: Enter the beneficiary's name as printed on Medicaid  
Eligibility Identification Card. Check the appropriate  
boxes to indicate one way or round trip, and  
wheelchair bound or ambulatory. Enter the date of  
service in month, day, year sequence (MM/DD/YY).

Telephone, HSP  
(Medicaid) Case No., and  
Date of Birth: Enter the beneficiary's telephone number, Medicaid  
ID number, and date of birth.

Beneficiary's Condition: Describe the beneficiary's condition at the time of the  
transport. Attach additional documentation if  
necessary to justify the mode of service used.

Origin: Enter the complete address of the place of origin.  
Enter the time of day and odometer's mileage.

Destination: Enter the name, address, telephone number, and 7-  
digit Medicaid ID# of medical facility to which the  
beneficiary was transported. Enter the time of day  
and the odometer's mileage.

Returned To: Enter the complete address of the location to which  
the beneficiary was returned if the address is  
different from the place of origin. Enter the time of  
day and the odometer's mileage.

---

Beneficiary's Signature: Obtain the beneficiary's signature and enter his or  
her printed name and date. If the beneficiary's  
signature is unobtainable, refer to the N.J.A.C.  
portion of the Medicaid Provider Manual for  
procedures to follow for alternately acceptable  
signatures.

Provider Supplied  
Attendant's Signature: Obtain the provider supplied attendant's signature  
and enter his or her printed name and date

Office/Facility  
Representative's  
Signature: Obtain the facility representative's signature and  
enter his or her printed name and date.

Complete a Transportation Certification Form for each corresponding date of service on your  
transportation claim. A completed, signed, Transportation Certification must be kept on file at your  
place of business for a minimum period of five years from the date the service was rendered.

**ITEM-BY-ITEM INSTRUCTIONS FOR COMPLETING TRANSPORTATION CERTIFICATION – MODIFIED LIVERY SERVICE -Revised August 2005**

Beneficiary's Name and Date of Service: Enter the beneficiary's name as printed on Medicaid Eligibility Identification Card. Check the appropriate boxes to indicate one way or round trip, and wheelchair bound or ambulatory. Enter the date of service in month, day, year sequence (MM/DD/YY).

Telephone, HSP (Medicaid) Case No., and Date of Birth: Enter the beneficiary's telephone number, Medicaid ID number, and date of birth.

Beneficiary's Condition: Describe the beneficiary's condition at the time of the transport. Attach additional documentation if necessary to justify the mode of service used.

Origin: Enter the complete address of the place of origin.

Destination: Enter the name, address, telephone number, and 7-digit Medicaid ID# of medical facility to which the beneficiary was transported.

Returned To: Enter the complete address of the location to which the beneficiary was returned if the address is different from the place of origin.

---

Provider-supplied Attendant's Signature Obtain the Provider-supplied attendant's signature and enter his or her printed name and date

Office/Facility Representative's Signature: Obtain the facility representative's signature and enter his or her printed name and date.

Complete a Transportation Certification Form for each corresponding date of service on your transportation claim. A completed, signed, Transportation Certification must be kept on file at your place of business for a minimum period of five years from the date the service was rendered.

## ANNEX D

### EXECUTIVE ORDER NO. 129 (2004)

#### Prohibition of State Contracts Involving Performance of Services Outside the United States

Issued: September 9, 2004

Effective: September 9, 2004

WHEREAS, the State of New Jersey, with the fourth highest job growth rate in the United States over the last twelve months, is among the nation's leaders in economic recovery; and

WHEREAS, in order to continue this economic prosperity, the State of New Jersey supports every opportunity to attract and retain businesses, strengthen its workforce, and build vibrant cities; and

WHEREAS, the act of corporate off-shoring can result in the relocation of New Jersey jobs overseas; and

WHEREAS, New Jersey State departments and agencies (State contracting agencies) procure annually billions of dollars worth of goods and services, by contract, through public and private vendor corporations and businesses; and

WHEREAS, New Jersey State government awards contracts based on a determination of "best value," which includes an evaluation of price and may include other factors, including, but not limited to, environmental considerations, quality, and vendor performance; and

WHEREAS, the State of New Jersey should be aware of how and where State procurement tax dollars are spent;

NOW, THEREFORE, I, JAMES E. McGREEVEY, Governor of the State of New Jersey, by virtue of the authority vested in me by the Constitution and by the Statutes of this State, do hereby ORDER and DIRECT:

1. Consistent with State law, the State contracting agencies shall develop policies and procedures to ensure that all vendor seeking to enter into any contract in which services are procured on behalf of the State of New Jersey must disclose:

- a. The location by country where services under the contract will be performed; and
- b. Any subcontracting of services under the contract and the location by country where any subcontracted services will be performed.

The State of New Jersey shall not award a contract to a vendor that does not provide all disclosures required above.

2. The State of New Jersey shall not award a contract to a vendor that submits a bid proposal to perform services, or have a subcontractor perform services, pursuant to the contract at a site outside the United States, unless one of the following conditions is met:

- a. The vendor or its subcontractor provides a unique service, and no comparable domestically-provided service can adequately duplicate the unique features of the service provided by the vendor or its subcontractor; or

b. A significant and substantial economic cost factor exists such that a failure to use the vendor's or subcontractor's services would result in economic hardship to the State of New Jersey; or

c. The Treasurer determines that a failure to use the vendor's or subcontractor's services would be inconsistent with the public interest.

3. If, during the term of the contract, the contractor or subcontractor has declared that services will be performed in the United States and proceeds to shift services outside of the United States, the contractor shall be deemed in breach of contract, unless the State contracting agency shall first have determined in writing that extraordinary circumstances require the shift of services or that a failure to shift the services would result in economic hardship to the State of New Jersey.

4. In developing the policies and procedures directed under this Order, the State contracting agencies must consider the requirements of New Jersey's contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

5. The provisions of this Order do not apply to contracts for academic instruction, educational or research services entered into by the State's public institutions of higher education.

6. If any section, subsection, sentence, clause, phrase or other portion of this Order is, for any reason, declared unconstitutional or invalid, in whole or in part, by any court of competent jurisdiction, such portion shall be deemed severable, and such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this law, which remaining portions shall continue in full force and effect.

7. This Order shall take effect immediately.

James E. McGreevey

Governor

## ANNEX E

Executive Order No. 134 (2004)

Ban on Campaign Contributions by Vendors that Do Business with State Agencies

Issued: September 22, 2004

Effective: October 15, 2004

### EXECUTIVE ORDER No. 134

WHEREAS, in our representative form of government, it is essential that individuals who are elected to public office have the trust; respect and confidence of the citizenry; and

WHEREAS, all individuals, businesses, associations, and other persons have a right to participate fully in the political process of New Jersey, including making and soliciting contributions to candidates, political parties and holders of public office; and

WHEREAS, when a person or business interest makes or solicits major contributions to obtain a contract awarded by a government agency or independent authority, this constitutes a violation of the public's trust in government and raises legitimate public concerns about whether the contract has been awarded on the basis of merit; and

WHEREAS, the growing infusion of funds donated by business entities into the political process at all levels of government has generated widespread cynicism among the public that special interest groups are "buying" favors from elected officeholders; and

WHEREAS, for the purposes of protecting the integrity of government contractual decisions and of improving the public's confidence in government, it is a compelling interest of this State to prohibit awarding government contracts to business entities which are also contributors to candidates, political parties and the holders of public office (see, e.g., *McConnell v. Federal Election Commission*, 540 U.S. 93, 124 S. Ct. 619 (2003)); and

WHEREAS, there exists the perception that campaign contributions are often made to a State or county political party committee by an individual or business seeking favor with State elected officials, with the understanding that the money given to such a committee will be transmitted to other committees in other parts of the State, or is otherwise intended to circumvent legal restrictions on the making of political contributions or gifts directly to elected State officials, thus again making elected State officials beholden to those contributors; and

WHEREAS, county political party committees, through their powers of endorsement, fundraising, ballot slogan or party line designation, and other means, exert significant influence over the gubernatorial primary and general election process; and

WHEREAS, although the right of individuals and businesses to make campaign contributions is unequivocal, that right may be limited, even abrogated, when such contributions promote the actuality or appearance of public corruption; and

WHEREAS, it is essential that the public have confidence that the selection of State contractors is based on merit and not on the political contributions made by such contractors and it is essential that the public have trust in the processes by which taxpayer dollars are spent; and

WHEREAS, it has long been the public policy of this State to secure for the taxpayers the benefits of competition, to promote the public good by promoting the honesty and integrity of bidders, for public contracts and the system, and to guard against favoritism, improvidence, extravagance and corruption in order to benefit the taxpayers; and

WHEREAS, in the procurement process, our public policy grants to the State broad discretion, taking into consideration all factors, to award a contract to a bidder whose proposal will be most advantageous to the State (see, e.g., N.J.S.A. 52:34-12,13; *Commercial Cleaning Corp v. Sullivan*, 47 N.J. 539 (1966)); and

WHEREAS, the Constitution of this State requires me, as Governor, to manage the operations of State government effectively and fairly, to uphold the law to ensure public order and prosperity, and to confront and uproot malfeasance in whatever form it may take; and

WHEREAS, as Governor, I must safeguard the integrity of State government procurement by imposing restrictions on State agencies and independent authorities to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence purchase of access, or the appearance thereof;

Now, THEREFORE, I, JAMES E. McGREEVEY, Governor of the State of New Jersey by virtue of the authority vested in me by the Constitution and by the Statutes of this State do hereby ORDER and DIRECT:

1. The State or any of its purchasing agents or agencies or those of its independent authorities, as the case may be, shall not enter into an agreement or otherwise contract to procure from any business entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$ 17,500, if that business entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate or holder of the public office of Governor, or to any State or county political party committee: (i) within the eighteen months immediately preceding the commencement of negotiations for the contract or agreement; (ii) during the term of office of a Governor, in the case of contributions to a candidate committee and/or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of such term; or (iii) within the eighteen months immediately preceding the last day of the term of office of Governor, in which case such prohibition shall continue through the end of the next immediately following term of the office of Governor, in the case of contributions to a candidate committee and/or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of the latter term.

2. No business entity which agrees to any contract or agreement with the State or any department or agency thereof or its independent authorities either for the rendition of services or furnishing of any material, supplies or equipment or for the acquisition, sale, or lease of any land or building, if the value of the transaction exceeds \$ 17,500, shall knowingly solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions, to a candidate

committee and/or election fund of any candidate or holder of the public office of Governor or to any State or county political party committee prior to the completion of the contract or agreement.

3. For purposes of this Order, a "contribution" means a contribution reportable by the recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act," P. L. 1973, c. 83 (C.19:44A-1 et seq.) made on or after the effective date of this Order.

4. For purposes of this Order, a "business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or any other state or foreign jurisdiction. The definition of a business entity includes: (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing therewith, are also included within this definition.

5. Prior to awarding any contract or agreement to procure services or any material, supplies or equipment from, or for the acquisition, sale, or lease of any land or building from or to, any business entity, the State or any of its purchasing agents or agencies, as the case may be, shall require, as part of the procurement process, the business entity to report all contributions the business entity made during the preceding four years to any political organization organized under section 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. Such reporting shall be made in a manner and form to be developed by the Office of the State Treasurer with the advice of the New Jersey Election Law Enforcement Commission, which agencies shall promulgate regulations to effect and implement this disclosure obligation. Such reports shall be subject to review by the Office of State Treasurer. If the State Treasurer determines that any such contribution, or any other act that would constitute a breach of contract pursuant to section 8 of this Order, poses a conflict of interest in the awarding of any contract or agreement, the State Treasurer shall disqualify such business entity from bidding on or being awarded such contract or agreement.

6. Prior to awarding any contract or agreement to procure services or any material, supplies or equipment from, or for the acquisition, sale, or lease of any land or building from or to, any business entity, the State or any of its purchasing agents or agencies or independent authorities, as the case may be, shall require the business entity to provide a written certification that it has not made a contribution that would bar the award of the contract pursuant to this Order. The business entity shall have a continuing duty to report any contribution it makes during the term of the contract. Such reports shall be subject to review by the Office of State Treasurer. If the State Treasurer determines that any such contribution poses a conflict of interest, such contribution shall be deemed a material breach of such contract or agreement.

7. If a business entity inadvertently makes a contribution that would otherwise bar it from receiving a contract or makes a contribution during the term of a contract in violation of this Order, the entity may request a full reimbursement from the recipient and, if such reimbursement is received within 30 days after the date on which the contribution was made, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate. It shall be presumed that contributions made within 60 days of a gubernatorial primary or general election were not made inadvertently.

8. It shall be a breach of the terms of the government contract for a business entity to: (i) make or solicit a contribution in violation of this Order; (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of this Order; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of this Order; or (viii) directly or indirectly, through or by any other person or means, do any act which would subject mat entity to the restrictions of this Order.

9. This Order shall not prohibit the awarding of a contract when the public exigency requires the immediate delivery of goods or performance of services as determined by the State Treasurer.

10. This Order shall apply to all State agencies including any of the principal departments in the Executive Branch, and any division, board, bureau, office, commission or other instrumentality within or created by such department and any independent State authority, board, commission, instrumentality or agency.

11. Every contract and bid application and specifications promulgated in connection therewith covered by this Order shall contain a provision describing the requirements of this Order and a statement that compliance with this Order shall be a material term and condition of said contract and/or bid application and binding upon the parties thereto upon the entry of all applicable contracts.

12. To the extent any term contained herein requires interpretation or definition resort shall be made to the relevant definition of said term contained in the "New Jersey Campaign Contributions and Expenditures Reporting Act." PL 1973, c.83 (C:19:44A-1, et seq.) which definition shall be dispositive.

13. This Order shall take effect October 15, 2004, and is intended to have prospective effect only. This Order shall not affect any solicitation or contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate or holder of the public office of Governor, or to any State or county political party committee, that occurs prior to the effective date of this Order. The provisions of this Order shall supersede all prior Orders the provisions of which are inconsistent with this Order.

James E. McGreevey

GOVERNOR

Mark J. Fleming

Deputy Chief Counsel to the Governor

**EXECUTIVE ORDER 129 CERTIFICATION  
SOURCE DISCLOSURE CERTIFICATION FORM**

Bidder: \_\_\_\_\_ Solicitation Number: \_\_\_\_\_

I hereby certify and say: I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder. The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of Executive Order 129, issued by Governor James E. McGreevey on September 9, 2004 (hereinafter "E.O. No. 129").

The following is a list of every location where services will be performed by the bidder and all subcontractors. Bidder or Subcontractor Description of Services Performance Location[s] by Country

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Bidder in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: \_\_\_\_\_  
[Name of Organization or Entity]

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



# Certification and Disclosure

Bidder: \_\_\_\_\_ Solicitation Number: \_\_\_\_\_

## **Part I Certification**

I hereby certify as follows:

1. On or after October 15, 2004, the below-named person or entity has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, company or organization Contributions, as set forth below that would bar the award of a contract to the Bidder, pursuant to the terms of Executive Order 134 (2004) (hereinafter "E.O. 134").
  - a) **Within the 18 months immediately preceding the Solicitation (exclusive of any contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to**
    - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor; or
    - (ii) Any State or county political party committee.
  - b) **During the term of office of the current Governor (exclusive of any Contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to**
    - (i) Any candidate committee and/or election fund of the governor; or
    - (ii) Any State or county political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
  - c) Within the 18 months immediately prior to the first day of the term of office of the Governor (exclusive of any Contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to
    - (i) Any candidate committee and/or election fund of the Governor; or
    - (ii) Any State or County political party committee of the political party nominating the successful gubernatorial candidate in the last gubernatorial election.
2. If the Bidder is awarded a contract pursuant to the solicitation for this bid proposal, the below-named person or organization will, on a continuing basis, continue to report any Contributions it makes during the term of the contract, and any extension(s) thereof.



# Certification and Disclosure

## Part II Disclosure

Following is the required disclosure of all Contributions made from October 15, 2004, through the date of signing of this Certification and Disclosure to any entity designated and organized as a "political organization" under 26 U.S.C.A. § 527 that is also defined as "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1. Such an entity is identified in the following chart as a "Committee."

Name and Address of Committee	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Currency, Check, Loan, In Kind	Donor

**Indicate "none" if no Contributions were made. Attach additional pages if necessary.**

### Certification on behalf of a company or organization:

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**Name of Company or Organization:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**The Company or Organization is (check one)** ☐ **the Bidder, or is related to the Bidder as follows:**

☐ Principal (more than 10% ownership or control) ☐ Subsidiary ☐ Political Organization

### Certification by an individual – for use by the individual Bidder, or as a Principal (more than 10% ownership or control) of the Bidder, or as the spouse or child of the Bidder:

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**Signed:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Note: A person may certify BOTH as an officer or authorized representative of the Bidder, AND in his or her individual capacity.**